next of kin and the new beneficiary both claim the proceeds of the certificate. The association paid the money into court. *Held*, that the new beneficiary is entitled. *Adams* v. *Police & Firemen's Insurance Association*, 172 N. W. 755 (Neb.).

The by-laws of a benevolent or mutual benefit association are, in the absence of any stipulation to the contrary, incorporated into the contract of insurance. *Grand Lodge A. O. U. W.* v. *Edwards*, 111 Maine, 359, 89 Atl. 147; *Supreme Council American Legion of Honor* v. *Smith*, 45 N. J. Eq. 466, 17 Atl. 770. See VANCE, INSURANCE, 190. The insured must therefore be charged with notice of their provisions. Accordingly, no question of the incidental powers of the agent to waive any requirement can arise. *Quinlan* v. *Providence Washington Insurance Co.*, 133 N. Y. 356, 31 N. E. 31. *Contra, Lamberton* v. *Connecticut Fire Insurance Co.*, 39 Minn. 129, 39 N. W. 76. See 13 HARV. L. REV. 146; 15 HARV. L. REV. 575. In appointing new beneficiaries, the insured must comply substantially with the procedure indicated in the contract. *Fink* v. *Fink*, 171 N. Y. 616, 64 N. E. 506; *Deal* v. *Deal*, 87 S. C. 395, 69 S. E. 886. See 31 HARV. L. REV. 657. But equity has made an exception where the insured has done all in his power to change the beneficiary and dies before the change is completed. *Supreme Conclave Royal Adelphia* v. *Capella*, 41 Fed. 1; *Hall* v. *Allen*, 75 Miss. 175, 22 So. 4. See 2 JOYCE, INSURANCE, 2 ed., §§ 740 *et seq.* Since the rights of the beneficiary vest at the death of the insured, it would seem that this exception should not be made where there is non-performance of an act declared by the contract to be a condition precedent to the change becoming effective. *Modern Woodmen of America* v. *Headle*, 88 Vt. 37, 90 Atl. 893. See 26 HARV. L. REV. 271. The association does not waive compliance with the by-laws by paying the money into court. *Boyle* v. *Fitzgerald*, 146 App. Div. 668, 131 N. Y. Supp. 469. *Contra, Pleasants* v. *Locomotive Engineers' Mutual Life and Accident Insurance Ass'n*, 70 W. Va. 389, 73 S. E. 976. The correctness of the decision in the principal case, therefore, may well be doubted.

INTERSTATE COMMERCE — CONTROL BY STATES — INABILITY OF STATES TO CONTROL INTRASTATE RATES UNDER FEDERAL CONTROL. — On the 16th of July, 1918, Congress authorized the President to take possession and assume control of telephone and telegraph systems. Under proclamation of the President the Postmaster General ordered an increase of rates. The State of South Dakota brought a bill to enjoin defendant from putting the order into effect. *Held*, that the bill be dismissed. *Dakota Central Telephone Co. et al.* v. *South Dakota*, U. S. Sup. Ct., No. 967, October Term, 1918.

For a discussion of this case, see NOTES, p. 94.

INTOXICATING LIQUORS — SALES — CRIMINAL RESPONSIBILITY OF EMPLOYER FOR ACTS OF EMPLOYEE. — A New Jersey statute made it unlawful to sell or permit to be sold certain liquors without a license. An illegal sale was made by an employee of the defendant. The lower court charged that the defendant was criminally responsible if he knew or reasonably should have known of the illegal sale. *Held*, the charge was erroneous. *State* v. *Waxman*, 107 Atl. 150 (N. J.).

Criminal liability for the acts of an agent differs radically from civil liability therefor. See *George* v. *Gobey*, 128 Mass. 289, 290; *People* v. *Green*, 22 Cal. App. 45, 50, 133 Pac. 334, 336. Usually express or implied authority or consent by the employer to an illegal sale by an employee is necessary for conviction of the former. *Commonwealth* v. *Wachendorf*, 141 Mass. 270, 4 N. E. 817; *Beane* v. *State*, 72 Ark. 368, 80 S. W. 573. Such authorization may be inferred from the circumstances. *State* v. *Legendre*, 89 Vt. 526, 96 Atl. 9. Under statutes expressly prohibiting the sale either by employer or employee, the former is

held liable regardless of knowledge or instructions. *Noecker* v. *People*, 91 Ill. 494; *People* v. *Longwell*, 120 Mich. 311, 79 N. W. 484. Where liability of the employer for the criminal acts of his employee is not imposed expressly, many courts have held that an illegal sale is *prima facie* evidence of authority. *State* v. *Campbell*, 180 Mo. App. 608, 163 S. W. 549; *State* v. *Fagan*, 1 Boyce (Del.) 45, 74 Atl. 692. Other courts have held that the sale is conclusive proof of delegation of authority. *State* v. *Gilmore*, 80 Vt. 514, 68 Atl. 658; *Olson* v. *State*, 143 Wis. 413, 127 N. W. 975. Even following the interpretation which requires a guilty mind unless negatived by express words of the statute, it would seem that knowledge of an illegal sale by one's agent should be sufficient for *mens rea*. Further, such knowledge would seem to make a *prima facie* case of authority.

LANDLORD AND TENANT — TENANCIES FROM YEAR TO YEAR AND MONTH TO MONTH — DATE OF EXPIRATION OF CURRENT YEAR FOR TENANT HOLDING OVER. — Land was leased for a year and a quarter at an annual rent payable quarterly. The lessee held over and the lessor accepted rent. The lessee gave notice to quit, six months before the anniversary of the date of expiration of the original lease, but less than six months before that of the commencement of the lease. *Held*, that the notice was effectual. *Croft* v. *W. F. Blay, Ltd.* [1919] 1 Ch. 277.

The earlier English cases held that the expiration of the current year for a tenant holding over coincides with the date of his original entry. *Kelby* v. *Patterson*, L. R. 9 C. P. 681; *Roe* v. *Ward*, 1 H. Bl. 97. In these two cases, however, the tenant's original term was ended by the determination of his lessor's title, and it was said that the new lessor had accepted the dates of the original term. It was in this way, probably, as well as through a general looseness of language, due to the fact that in most instances the anniversary of the commencement of the original term and that of its expiration are identical, that the rule came to be considered of general application. *Berry* v. *Lindley*, 3 M. & G. 498; *Doe* v. *Dobell*, 1 Q. B. 806. For no clear reason this rule was never applied where the tenant assigned his term and the assignee held over. *Doe* v. *Lines*, 11 Q. B. 402. There can be no doubt of the correctness of the decision in the principal case, and it is to be hoped that it marks the end of the old rule, for which no defense can be made. The precise point does not appear to have been decided in the United States.

MASTER AND SERVANT — EMPLOYERS' LIABILITY ACTS — CONSTITUTIONAL LAW — LIABILITY WITHOUT FAULT. — The plaintiff, an employee of the defendant, while using due care, was injured by an accident in a mine without any negligence of the defendant. An Arizona statute provided for liability of employers "in all hazardous occupations" for death or injury of any employee due to conditions of such occupation in all cases in which the employee was not contributorily negligent. The plaintiff sued under this statute. *Held*, that he may recover. *Arizona Copper Company* v. *Hammer*, U. S. Sup. Ct., No. 20, October Term, 1918.

For a discussion of this case see NOTES, p. 86.

PUBLIC SERVICE COMPANIES — RATE REGULATION — RIGHT OF COMPANY TO INCREASE RATES FIXED BY CONTRACT — (FRANCHISE). — Complainant, a street railway company, found itself unable in the face of the abnormal rise in costs, and a sharp increase in its wage-scale caused by the federal government acting through the National War Labor Board, to earn a fair return on its investment at the rates fixed by an unexpired twenty-five year franchise under which it was operating. Having vainly sought the city's consent to increased rates, it served notice that it surrendered the franchise, raised its rates, and